

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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MEMORANDAM OF UNDERSTANDING (MOU) FOR CSIR-CRRI AND EEPC INDIA for Dissemination of CSIR-CRRI Steel Slag Road Technology across India

This Memorandum of Understanding is made on this ______ day of March, 2024 between COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH - CENTRAL ROAD RESEARCH INSTITUTE (CSIR-CRRI), New Delhi, a society registered under Societies Registration Act (xxi if 1860), and having its Registered Office at Anusandhan Bhawan, 2, Rafi Marg, New Delhi - 110 001 (hereinafter called "CSIR" which expression shall, where the context so admit, include its successors-in-interest, employees, representatives and assigns) of the one part;

AND

EEPC India, a company formed and registered as a company under the provisions of Indian Companies Act, 1913 (Presently a Section 8 company under Companies Act, 2013) having its registered office at Vanijya Bhavan (1st Floor), International Trade Facilitation Centre, 1/1, Wood Street, Kolkata – 700 016, West Bengal (hereinafter referred to as "EEPC India" which expression shall, where the context so admits, include its successors-in-interest, representatives and assigns) of the OTHER PART

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The above parties shall be jointly referred to as "Parties" and individually as "Party".

1. Objective:

WHEREAS CSIR-CRRI and EEPC India have agreed to work jointly on identified areas for the benefit in the areas of UTILIZATION OF STEEL SLAG GENERATED BY Foundries involved in Foundry Sector under with the technology developed by CSIR-CRRI for development of road and its other usage which are beneficial to the society at large. This will be in done in the principle of "Waste to Wealth" within each party's terms of reference and in accordance with the laws of the land

2. SCOPE OF THIS MOU:

CSIR-CRRI and **EEPC India** agree to cooperate, to the extent that the laws of the land permit each of them to and also within the terms of reference of each of them, inter alia, in the following areas:-

- i. Technology Centre of EEPC India will facilitate co-ordination between CSIR-CRRI and the different Foundries cluster' across India for the purpose of promoting use of slags from Steel, Castings and other related industries in a productive way.
- ii. EEPC India in association with CSIR-CRRI will make wide dissemination of the technology of utilization of steel and other related slag from foundries and steel manufacturing operations across India during EEPC India various flagship events and intend to develop customize technological solutions for utilization of such slag generated through various induction furnaces in road construction on cluster basis.
- iii. CSIR-CRRI will also co-operate and co-ordinate with EEPC India for any application of other technological development and up-gradations benefited for the related MSME Sector.
- iv. CSIR-CRRI will contribute suitable technical articles in the in-house magazine, "ie2", of EEPC India on related emerging technology and other developmental works being done at their esteem Institute.
- v. A separate agreement can be entered between CSIR-CRRI and any particular Industry, group of industries or a cluster of Industries, if they need specific technical assistance from CSIR-CRRI.
- vi. EEPC India and CSIR-CRRI further agree that detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by both the parties through an agreement. Any agreement to be made with EEPC India for this purpose will be as per Chapter IV: Licensing of Knowledge base of CSIR Guidelines for Technology Transfer & Utilization of Knowledge base 2017.

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3. EFFECTIVE DATE, DURATION AND TERMINATION OF THE MOU:

This MoU becomes effective from the day of signing and shall remain operative for a period of three years therefrom, until either of the two organisation requests its termination in writing to the other person at least three months in advance. Both the parties herein will have the right to propose amendments if and when they consider such amendments are necessary to improve the co-operation between them.

4. NO LIABILITY CLAUSE:

CSIR-CRRI and EEPC India agree that there would not be any legal and financial liability due to any lapse on either side due to reasons beyond control and on account of force majeure situation.

5. INTELLECTUAL PROPERTY RIGHTS:

CSIR-CRRI and EEPC India will have ownership over their respective patent, copyright and / or publications arising out of / to be used for the technology developmental work and such intellectual property rights shall remain with the respective parties even after termination of this MoUs.

6. CONFIDENTIALITY:

This MoU shall be private and confidential and the Parties hereto shall not disclose or divulge the contents hereof to any third party (except as required under law) without the written permission of the other party.

Neither party shall disclose any information or share any data concerning the affairs of other party which may have come to its knowledge by virtue of this association or otherwise to any other person/organization / anyone else without the written consent of other party.

7. NON-EXCLUSIVITY CLAUSE:

This MoU is in no way exclusive and the signing parties remain free to make similar MoUs with other institutions of their choice and also to execute any obligations arising from already concluded MoUs.

8. FORCE MAJEURE:

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquake, strike, lockouts, epidemics, pandemic, riots, civil commotion etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

9. Enforceability:

The aforementioned protocol and co-operation can only be implemented in a legally binding form on the basis of special agreements and other adopted

prementioned protocol and co-

resolutions, which may be elaborated in future and then also subject to the national laws of the country. It is made clear that nothing hereinabove, whether express or by necessary implication, shall be enforceable as against either party, and no right or liability, as the case may be, shall arise from this MoU in favour and/or as against any of the parties hereto.

This memorandum of understanding is made in duplicate in English language.

In witness whereof EEPC India and CSIR-CRRI cause their representatives to set their hands hereto on the date mentioned above.

Signed for and on behalf CSIR-CRRI

Signed for and on behalf of EEPC India

Dr. Manoranian Parida

Director

CSIR-Central Road Research Institute, Delhi-Mathura Road New Delhi - 110 025

Mr. Suranjan Gupta **Executive Director**

EEPC India, Vanijya Bhavan (1st Floor) **International Trade Facilitation Centre** 1/1, Wood Street, Kolkata - 700 016

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Witness

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Mr. Satish Pandey **Principal Scientist**

Flexible Pavement Division Associate Professor, AcSIR **CSIR-Central Road Research** Institute, Delhi-Mathura Road

New Delhi - 110 025

Mr. Dhruba Jvoti Basu

Director (Personnel & Administration) EEPC India, Vanijya Bhavan (1st Floor) **International Trade Facilitation Centre**

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